

## The Honorable Tana Lin

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SAMUEL FETCHERO et al.,

**Plaintiff(s),**

vs.

AMICA MUTUAL INSURANCE  
COMPANY,

Defendant(s).

CASE NO.  
2:22-cv-00400-TL

# FIRST AMENDED COMPLAINT FOR CONTRACT DAMAGES

Plaintiffs allege:

## I. PARTIES

1. At all times material, Samuel and Allison Fetchero, *Plaintiffs*, were a married couple and residents of King County, Washington.

2. At all times material, Amica Mutual Insurance Company, ***Amica*** or ***Defendant***, was a foreign insurance company licensed to do business in King County, Washington. RCW 48.05.010(2).

## II. JURISDICTION AND VENUE

3. Jurisdiction is proper because Defendant transacts business within Washington.  
RCW 4.28.185.

4. Venue is proper because Defendant has an office and transacts business in King County. RCW 4.12.025(1)(b), (c).

### **III. STATEMENT OF FACTS**

5. Plaintiffs fully paid insurance premiums for underinsured motorist coverage from the Defendant for insurance policy number 96104621KJ.

6. Defendant accepted premiums and issued UIM coverage to plaintiffs.

7. On April 5, 2016, Ms. Al-Nasser, an underinsured driver, negligently drove her car into the back of Mr. Fetchero's car.

8. On April 18, 2016, Ms. Al-Nasser accepted liability for the motor vehicle collision.

9. As a result of the collision, Mr. Fetchero suffered and continues to suffer multiple injuries resulting in special and general damages.

10. As a result of the collision, Mrs. Fetchero suffered loss of consortium of her husband and other damages.

11. Plaintiffs settled their third party claims against Ms. Al-Nasser in exchange for payment of her full automobile liability insurance policy limits from Liberty Mutual Insurance Company (***Liberty***) of \$100,000.

12. Prior to accepting Liberty's settlement payment, plaintiffs offered, and defendant Amica declined, the opportunity to purchase the third party tort claims against Ms. Al-Nasser.

13. On October 18, 2019, plaintiffs submitted a settlement demand letter to defendant Amica for the full UIM policy limits.

14. On November 5, 2019, defendant Amica, acting through its adjuster, Ross Fugere, offered only \$25,000 to settle the claim without providing any explanation for withholding UIM benefits.

## IV. CLAIMS

## Breach of Contract

15. Defendant Amica agreed to pay for compensatory damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by an insured and caused by an accident.

16. Defendant Amica breached its contractual obligations to plaintiffs by failing to pay the UIM benefits owed to plaintiffs for their injuries.

17. Defendant Amica's breach of contract has proximately caused damages to plaintiffs in an amount to be determined at the time of trial.

18. Plaintiffs bring this breach of contract claim against Amica under the Uninsured Motorist Coverage of their Amica Policy.

## V. PRAYER FOR RELIEF

Plaintiffs request the following relief:

- A. Judgment against Defendant for all damages authorized under Washington law; and
  - B. Such other relief as the Court may deem just and appropriate.

DATED this July 15, 2022

## ELLIS, LI & MCKINSTRY PLLC

By: *s/Jeremiah S. Surface*  

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